



COMMONWEALTH of VIRGINIA

Mark R. Warner
Governor

W. Tayloe Murphy, Jr.
Secretary of Natural Resources

Department of Game and Inland Fisheries

William L. Woodfin, Jr.
Director

Standard Contract

Contract Number: 2002-04680

Title: Lake Brittle Concession

This Contract entered into this 1st day of February 2002, by Fauquier County through its Department of Parks and Recreation herein after called the "Contractor," and the DEPARTMENT OF GAME AND INLAND FISHERIES, hereafter referred to as the "Purchasing Agency."

WITNESSETH THAT the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained agree as follows:

The initial contract term shall be for Five Years with an option to renew annually thereafter upon mutual agreement of the Contractor and the Purchasing Agency.

1. During the term of this Contract, the Purchasing Agency shall provide to the Contractor an agreed upon space at its Lake Brittle property in which to operate a concession and shall grant exclusive rights to the Contractor to operate this concession stand.

. During the Contract period the Purchasing Agency may in its sole discretion elect to construct a building on its Lake Brittle property and / or demolish the existing structure. Should this occur the Purchasing Agency shall provide the Contractor with 60 days written notice. When construction is completed, the Contractor will be provided the opportunity to use the new building or a portion of the building for its concession operations. All costs associated with the contractor's transition from the existing structure to the new one shall be the sole responsibility of the contractor

2. The Contractor shall be open as follows:

- From March 15 to Memorial Day, 7:00AM to dusk at least 5 days a week.
- From Memorial Day to Labor Day 7:00AM to dusk 7 Days a week
- From Labor Day to October 15, 7:00 AM to dusk at least 5 Days a week

These time periods may be changed upon mutual agreement of the Contractor and the Purchasing Agency. However in event of dispute over the hours of operation the decision made by the Purchasing Agency shall prevail and the contractor shall promptly comply with that decision

3. The Contractor may provide for sale various pre-packaged foods and sundry items. However the general nature of all items or services offered for sale to the general public shall require a pre-approval by the Purchasing Agency. The Contractor shall obtain and display all required business, food licenses and health permits as may be required and shall promptly notify the Purchasing Agency upon expiration or revocation of said licenses. **The sale of alcoholic beverages is prohibited.**

4. The Contractor shall also provide a minimum of 10 boats and in accordance with the boating laws of the Commonwealth of Virginia all necessary related safety equipment for rental. **Five of these boats may be those belonging to the Purchasing Agency that are on site, which the contractor elects to use at his own risk and assumes full responsibility and liability thereof.** The Contractor may make reasonable charges for these services. However all such charges shall be in accordance with a schedule of fees or charges pre-approved in writing by the Purchasing Agency, at the start of the contract. Said schedule shall list all charges to be applied to boat rentals and any other goods or services provided by the Contractor to the general public.

The Purchasing Agency shall provide the use of five existing Jon boats for use by the Contractor as long as they remain usable, the use of one existing jon boat for use as a maintenance and rescue boat for as long as its remains usable, one motor for use on the maintenance and rescue boat, and picnic tables and grills to be agreed upon by both parties*** and shall be responsible for the maintenance of the maintenance and rescue boat and motor as well as the picnic tables and grills.***

5. The Contractor shall have the right to all gross sales generated by the concession, and for the rental of boats and related safety equipment. However, nothing contained herein shall be deemed to exempt the Contractor from payment of any County, State or Federal Tax applicable to the Contractor as a result of this contract.

6. Upon request by the Purchasing Agency, the Contractor shall promptly provide a report showing a full and complete accounting of all receipts, expenditures, disbursements, liabilities, and such other information, as the Purchasing Agency may require, relating to the Contractor's business operations at the Lake Brittle facility.

7. The Contractor agrees that in return for being granted the exclusive rights to operate a concession. The Contractor shall be responsible to pick up and remove trash at Lake Brittle, to include the parking area, rest room facilities and lake areas as may be indicated by the Purchasing Agency. These areas including the concession area shall be maintained in a neat and clean and safe condition subject to approval of the Purchasing Agency.

8. The Contractor shall erect only such signs and markers as are pre approved in writing by the Purchasing Agency. The Purchasing Agency shall, upon request, furnish most regulatory and informational signs, which facilitate regulation and operation of the Lake.

9. Nothing herein shall be construed so as to impose upon the Purchasing Agency any liability whatsoever for property damage or personal injury arising out of the Contractor's operations under this Agreement. To the extent allowed by Law the Contractor, further agrees to save harmless and fully indemnify the Purchasing Agency for any and all liability and claims arising out of the Contractor's operations hereunder. Nothing herein will be construed as to impose upon the Contractor any liability whatsoever for property damage or personal injury arising out of the Purchasing Agency's responsibilities under this Agreement.

10. The Contractor agrees that the Purchasing Agency or other appropriate regulatory agencies may without prior notice; conduct an inspection of the concession stand premises. Violations noted shall be promptly remedied to the satisfaction of the Purchasing Agency or the Authority citing the discrepancies. Failure of the contractor to comply with this requirement may result in an immediate termination of this contract.

11. The Contractor shall upon termination of this Agreement, leave the property and premises of the Purchasing Agency for which the contractor was responsible in the condition in which it was upon commencement of this Contract save for normal wear and tear.

12. The Contractor shall provide all necessary furniture, fixtures, equipment, and supplies required in the conduct of its business hereunder. Upon termination of this Agreement, the Contractor shall promptly remove all furniture, equipment, and other non-structural property from the Purchasing Agency's premises. All structural improvements shall become the property of the Purchasing Agency. In the event that the Contractor fails to promptly remove said furniture, equipment, and other non-structural property, the Purchasing Agency after due notice, shall have the right to cause the removal thereof. The costs of such removal shall be chargeable fully to the Contractor, and shall be due and payable upon written demand by the Purchasing Agency.

13. If, during the term of this Agreement, the Contractor violates or fails to comply with any of the terms, requirements, or conditions of this Agreement, the Purchasing Agency may in its sole discretion terminate in whole or in part this contract.

14. Either party hereto may, for convenience, terminate this Agreement, upon sixty- (60) day's prior written notice.

15. This Agreement shall not be assigned, or otherwise transferred without prior written consent by the Purchasing Agency.

16. Nothing herein shall be construed to convey to the Contractor any right, title, or interest whatsoever in any property, real or personal, of the Purchasing Agency, nor shall the privileges conferred upon the Contractor herein be deemed authorization of any interference with the Purchasing Agency's right of control, possession, and ownership of the property herein referred to.

17. The Contractor shall maintain the following level of insurance and shall provide proof of such insurance to the Purchasing Agency prior to opening the concession stand for business.

- **Commercial General Liability** - \$500,000.00 combined single limit. The Commonwealth of Virginia is to be named as an additional named insured with respect to the services being procured. This coverage is to include Products and Complete Operations Coverage.

18. The Contractor shall be responsible for the conduct of its employees, representatives and relatives located on or visiting the premises. The Contractor shall ensure that said employees conduct themselves in an appropriate and professional manner. The Purchasing Agency shall have the right to reject any person employed by the Contractor for misconduct or misrepresentation to the public.

19. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall insure that all employees are treated during employment without regard to their race, color, religion, sex, or national origin. The Contractor shall not advertise or publicize facilities operated at the Lake or operate facilities in a manner, which discriminates on the basis of race, color, religion, sex, or national origin.

20. The contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on state property are prohibited:

- A. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
- B. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

21. The Contractor certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

22. The obligations of the Contractor under this contract are subject to the lawful appropriation of funds by the Board of supervisors as part of its budget process. Should funds sufficient to complete the obligations under this contract not be budgeted and appropriated this contract shall be null and void and all parties released from liability hereunder

CONTRACTOR:

PURCHASING AGENCY:

By: Garry W. Adelli

By: William L. Woodfin Jr

Title: Director

Title: Director